Minn. 339, 145 N. W. 26; Mass. R. L., c. 189, § 25. But if his claim arises after service, it is not available as a set-off. *Wheeler* v. *Emerson*, 45 N. H. 526. In the instant case, the court treats the deposits as after-acquired property subject to garnishment, and the overdrafts as after-acquired claims against the principal debtor, unavailable as defenses. Assuming this, it is submitted that where a garnishment statute creates responsibility for property acquired between service and answer, the courts should, for obvious reasons of business convenience, allow the garnishee to set off claims acquired during the same period. Furthermore, it seems improper to consider the deposits as claims due the principal debtor so as to be subject to garnishment. They are really payments of the garnishee's claim for the overdrafts. Where the garnishee is an employer, this view has been taken as to wages payable in advance. *Bump* v. *Augustine*, 154 N. W. 782 (Iowa); *Callaghan* v. *Pocasset Mfg. Co.*, 119 Mass. 173.

INSURANCE — MARINE INSURANCE — APPORTIONMENT BETWEEN WAR RISK AND MARINE RISK. — The Admiralty requisitioned a vessel, the charter party providing that "the Admiralty shall not be held liable if the steamer shall be lost . . . in consequence of dangers of the sea . . . collision . . . or any other cause arising as a sea risk," but the Admiralty took the risk of "all consequences of hostilities or warlike operations." The vessel while navigating at night without lights, in compliance with Admiralty orders, collided with another vessel also navigated without lights, and sank. *Held*, that the loss was not a consequence of hostilities or warlike operations. *Britain Steamship Company, Ltd.* v. *The King*, [1919] 2 K. B. 670 (Court of Appeal).

By one policy a vessel was insured against "all consequences of hostilities or warlike operations by, or against the King's enemies," and by another policy against the usual maritime perils "warranted free from . . . all consequences of hostilities and warlike operations." While proceeding in convoy at night, zigzagging on a course ordered by a naval officer, the vessel ran upon a reef and became a total wreck. *Held*, that the loss falls upon the marine risk underwriters. *British India Navigation Co.* v. *Green, et al.*, [1919] 2 K. B. 670 (Court of Appeal).

For a discussion of these cases, see NOTES, p. 708, *supra*.

INSURANCE — MARINE INSURANCE — RECOVERY DENIED FOR PARTIAL LOSS WHEN FOLLOWED BY TOTAL LOSS FROM AN EXCEPTED PERIL. — A vessel was insured against marine risks only, including particular average, on a time policy. Indemnity for loss by war risks was contracted for by the British Admiralty, value to be ascertained at date of loss. Due to a partial loss by marine risks, the vessel depreciated in value to the extent of £1770. This loss remained unrepaired, and on a subsequent voyage, during the currency of the policy, the vessel was totally destroyed by war risks. Indemnity to the then value of the ship was paid by the Admiralty, and the owner sued the underwriter for its share of the £1770 partial loss. *Held*, that the partial loss may not be recovered. *Wilson Shipping Co., Ltd.*, v. *British and Foreign Ins. Co., Ltd.*, [1919] 2 K. B. 643.

Section 77 (2) of the British Marine Insurance Act of 1906, which provides that there shall be no recovery for an unrepaired partial loss, when followed by a total loss, appears to contemplate a case where both partial and total loss would fall upon the underwriter. See 6 EDW. VII, c. 41. Reliance is placed, in the instant case, upon a decision of Lord Ellenborough to the effect that an unrepaired partial loss, which caused a depreciation in the value of the vessel, could not be recovered when there was immediately afterwards a total loss from an excepted peril. *Livie* v. *Janson*, 12 East, 648. Whether the principle of that decision is sound is open to question. See PHILLIPS ON